

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)  
(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**THE ROYAL BANK OF SCOTLAND PLC**

*Name of Transferee*

Name and Address where notices to transferee should be sent:

The Royal Bank of Scotland plc  
600 Washington Boulevard  
Stamford, CT 06901  
Contact: Richard Dalessio  
Phone: (203) 897-6502  
Email: [Richard.Dalessio@rbs.com](mailto:Richard.Dalessio@rbs.com)

Name and Address where transferee payments should be sent (if different from above):

**ABBAY NATIONAL TREASURY SERVICES PLC**

*Name of Transferor*

Court Claim # (if known): 13901

Amount of Claim Bring Transferred:

100% of Claim # 13901, in the total allowed aggregate amount of \$7,641,025.17

Date Claim Filed: 09/16/2009

Abbey National Treasury Services plc  
2 Triton Square  
Regent's Place  
London NW1 3AN  
Attn: Head of Wholesale Markets Legal  
Tel: + 44 (0) 207 756 4735  
Email:  
[wholesalemarketslegal@santandergbm.com](mailto:wholesalemarketslegal@santandergbm.com)

[Signatures to Follow]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

**THE ROYAL BANK OF SCOTLAND PLC**

**By: RBS Securities Inc., its agent**

By: Mason Chau

Date: October 8, 2013

**Name:** Mason Chau

**Title:** Vice President

Transferee/Transferee's Agent

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**TO:** Lehman Brothers Holdings Inc. as the Guarantor (for the purposes of this Notice the "Debtor") and the Bankruptcy Court (as defined below).

For value received, the adequacy and sufficiency of which are hereby acknowledged, Abbey National Treasury Services plc ("Assignor") hereby sells, transfers and assigns to The Royal Bank of Scotland plc (the "Assignee") pursuant to a Transfer of Claim Agreement dated as of September 30, 2013 between the Assignor and the Assignee (the "Assignment Agreement"), all right, title, interest, claims and causes of action in and to, or arising under or in connection with, a general unsecured claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) (the "Claim") against Lehman Brothers Holdings Inc. as Debtor, one of the debtors-in-possession in the chapter 11 reorganization case entitled, In re Lehman Brothers Holdings Inc., et al., Chapter 11 Case Number 08-13555 (JMP) (Jointly Administered), pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), arising under a guarantee dated October 13, 1993 between the Debtor and the Assignor relating to the ISDA Master Agreement dated October 13, 1993 and related documents (the "ISDA") between the Assignor and the Debtor including, without limitation, all of its interest in claims represented by Proof of Claim number 13901. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Assignment Agreement.

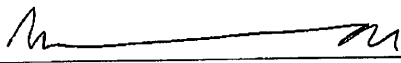
The Assignor hereby waives any objection to the transfer of the Claim to the Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be prescribed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring to the Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim. The Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claim, and all payments or distributions of money or property in respect of the Claim, shall be delivered or made to the Assignee.

For the avoidance of doubt, nothing in this Notice is intended to waive Assignor's right to object to the transfer of Claim during the statutory 21 day objection period, and Assignee recognizes Assignor's right to object to the transfer of Claim in the event that Assignee fails to make payment of the Purchase Price in accordance with the terms of the Assignment Agreement.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF U.S. CLAIM IS EXECUTED THIS 8th day of October, 2013

**ASSIGNOR:**


Abbey National Treasury Services plc

By: 

Name: **BEN RAYBOULD**  
Title: **AUTHORISED ATTORNEY**

**ASSIGNEE:**

The Royal Bank of Scotland plc - acting by  
RBS Securities Inc., as its agent

By: 

Name:  
Title: **Name: Mason Chau**  
**Title: Vice President**